

**CONTRACT #14**  
**RFS # 330.08-72310**  
**FA # 10-32452**  
**Edison # 21749**

**Economic & Community  
Development**

**VENDOR:**  
**Conservation Services Group,**  
**Inc.**



**State of Tennessee**  
**Department of Economic and Community Development**  
**Energy Division**

Wm. R. Snodgrass TN Tower, 10<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243-1102  
615-741-2994  
In-State: 1-800-342-1340 / Facsimile: 615-741-5070

**Memorandum**

To: Leni Chick, Contract & Audit Coordinator,  
Fiscal Review Committee

From: Brian Hensley, Program Manager  
Molly Cripps, Director  
Energy Division

Subject: Summary Letter Required by Fiscal Review Committee

Date: 1/20/2012

This letter will serve as summary letter to detail the terms of contract as well as proposed amendment. The original contract began on June 28, 2010 with an end date of February 28, 2012. The first amendment to this contract revised language and updated agency contact information. The proposed amendment, which will serve as Amendment 2 upon approval, will only extend the contract term by ninety (90) days based upon liquidation date provided by U.S. Department of Energy.

The proposed effective date of proposed Amendment 2 is February 1, 2012. We understand submission of this request is less than sixty (60) days before effective date as required by the Fiscal Review Committee. However, we were only recently notified by U.S Dept. of Energy in the addition of the ninety (90) day grant close-out and reporting period, and took immediate measures to secure an amendment to extend the contract term. An approved rule exception is included in documentation submitted as well as non-competitive amendment request form submitted to Office of Contracts Review. Approval of this request to extend contract term will allow more consumers to take advantage of this program and will further its intended purpose.

## Supplemental Documentation Required for Fiscal Review Committee

<b>*Contact Name:</b>	Molly Cripps	<b>*Contact Phone:</b>	615-253-1945
<b>*Original Contract Number:</b>	FA1032452	<b>*Original RFS Number:</b>	33008-72310
<b>Edison Contract Number: (if applicable)</b>	21749	<b>Edison RFS Number: (if applicable)</b>	N/A
<b>*Original Contract Begin Date:</b>	6/28/2010	<b>*Current End Date:</b>	2/28/2012
<b>Current Request Amendment Number: (if applicable)</b>		2	
<b>Proposed Amendment Effective Date: (if applicable)</b>		2/1/2012	
<b>*Department Submitting:</b>		Economic & Community Development	
<b>*Division:</b>		Energy Policy	
<b>*Date Submitted:</b>		1/20/2012	
<b>*Submitted Within Sixty (60) days:</b>		No	
<b>If not, explain:</b>		Please see attached letter	
<b>*Contract Vendor Name:</b>		Conservation Services Group, Inc.	
<b>*Current Maximum Liability:</b>		\$5,963,000.00	
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
<b>FY: 2010</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>
\$ 5,963,000.00	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>			
<b>FY: 2011</b>	<b>FY: 2012</b>	<b>FY:</b>	<b>FY:</b>
\$ 3,503,768.00	\$ 1,850,490.00	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>		N/A	
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>		N/A	
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>		N/A	
<b>*Contract Funding</b>	<b>State:</b>	<b>Federal:</b>	\$5,963,000.00

**Supplemental Documentation Required for  
Fiscal Review Committee**

Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
11/8/2011 Amendment 1		Various contract language replaced with new language		
1/6/2012 Amendment 2		Extend Contract End Date		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$5,963,000.00		

Effective October 30, 2009

### Project Cost Detail with prompt

[illegible]

ACT	AP / Inventory / Travel Exp	33001	3300810401	70899000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	70899000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	70899000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	70899000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	70899000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	71306000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	71306000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	71306000	11000	308207
ACT	AP / Inventory / Travel Exp	33001	3300810401	71306000	11000	308207

[illegible]

[illegible]



Category	Subcategory	Trans Date	Acctg Date	Year	Period	Transaction Description
		4/30/2011	5/4/2011	0	0	Energy Star Appliance Rebate P
		12/30/2011	1/5/2012	0	0	Energy Star Appliance Rebate P
		11/30/2011	12/2/2011	0	0	Energy Star Appliance Rebate P
		11/16/2011	11/18/2011	0	0	Energy Star Appliance Rebate P
		10/26/2011	11/8/2011	0	0	Energy Star Appliance Rebate P
		11/17/2010	11/29/2010	2011	5	Energy Star Appliance Rebate P
		11/17/2010	11/29/2010	2011	5	Energy Star Appliance Rebate P
		12/8/2010	12/9/2010	0	0	Energy Star Appliance Rebate P
		12/8/2010	12/9/2010	0	0	Energy Star Appliance Rebate P
		12/17/2010	1/4/2011	0	0	Energy Star Appliance Rebate P
		12/21/2010	1/4/2011	0	0	Energy Star Appliance Rebate P
		12/30/2010	1/4/2011	0	0	Energy Star Appliance Rebate P
		12/30/2010	1/4/2011	0	0	Energy Star Appliance Rebate P
		1/17/2011	1/24/2011	0	0	Energy Star Appliance Rebate P
		1/17/2011	1/24/2011	0	0	Energy Star Appliance Rebate P
		2/15/2011	2/18/2011	0	0	Energy Star Appliance Rebate P
		1/31/2011	2/18/2011	0	0	Energy Star Appliance Rebate P
		1/31/2011	2/18/2011	0	0	Energy Star Appliance Rebate P
		2/15/2011	2/18/2011	0	0	Energy Star Appliance Rebate P
		2/25/2011	3/1/2011	0	0	Energy Star Appliance Rebate P
		2/25/2011	3/1/2011	0	0	Energy Star Appliance Rebate P
		3/16/2011	3/18/2011	0	0	Energy Star Appliance Rebate P
		3/16/2011	3/18/2011	0	0	Energy Star Appliance Rebate P
		3/28/2011	4/14/2011	0	0	Energy Star Appliance Rebate P
		3/28/2011	4/14/2011	0	0	Energy Star Appliance Rebate P
		4/30/2011	5/4/2011	0	0	Energy Star Appliance Rebate P
		4/18/2011	5/9/2011	0	0	Energy Star Appliance Rebate P
		4/18/2011	5/9/2011	0	0	Energy Star Appliance Rebate P
		5/16/2011	6/2/2011	0	0	Energy Star Appliance Rebate P
		5/16/2011	6/2/2011	0	0	Energy Star Appliance Rebate P
		5/31/2011	6/20/2011	0	0	Energy Star Appliance Rebate P
		5/31/2011	6/20/2011	0	0	Energy Star Appliance Rebate P
		6/15/2011	7/5/2011	0	0	Energy Star Appliance Rebate P
		6/15/2011	7/5/2011	0	0	Energy Star Appliance Rebate P
		6/30/2011	7/21/2011	0	0	Energy Star Appliance Rebate P
		6/30/2011	7/21/2011	0	0	Energy Star Appliance Rebate P
		7/15/2011	7/26/2011	0	0	Energy Star Appliance Rebate P
		7/15/2011	8/1/2011	2012	2	Energy Star Appliance Rebate P
		7/31/2011	8/9/2011	0	0	Energy Star Appliance Rebate P
		7/31/2011	8/9/2011	0	0	Energy Star Appliance Rebate P

8/10/2011	8/17/2011	0	0 Energy Star Appliance Rebate P
8/10/2011	8/17/2011	2012	2 Energy Star Appliance Rebate P
9/19/2011	9/21/2011	0	0 Energy Star Appliance Rebate P
9/21/2011	9/22/2011	0	0 Energy Star Appliance Rebate P
9/30/2011	10/5/2011	2012	4 Energy Star Appliance Rebate P
10/26/2010	11/17/2010	2011	5 Energy Star Appliance Rebate P
10/26/2010	11/17/2010	2011	5 Energy Star Appliance Rebate P
9/27/2010	10/15/2010	2011	4 Energy Star Appliance Rebate P
9/27/2010	10/15/2010	2011	4 Energy Star Appliance Rebate P

[illegible]

	0	1.00
AP00748657	2	1.00
	0	1.00
	0	1.00
AP00796687	2	1.00
AP00513715	3	1.00
AP00513715	3	1.00
AP00483876	2	1.00
AP00483876	2	1.00

PO No.	Vendor ID	Vendor Name	Voucher	Line	Contract (Award)
0000003168	0000128738	Conservation Services Group Inc	00003279	1	DE-EE0001597
0000004635	0000128738	Conservation Services Group Inc	00004816	1	DE-EE0001597
0000004412	0000128738	Conservation Services Group Inc	00004587	1	DE-EE0001597
0000004336	0000128738	Conservation Services Group Inc	00004513	1	DE-EE0001597
0000004286	0000128738	Conservation Services Group Inc	00004468	1	DE-EE0001597
0000002260	0000128738	Conservation Services Group Inc	00002315	1	DE-EE0001597
0000002259	0000128738	Conservation Services Group Inc	00002314	1	DE-EE0001597
0000002317	0000128738	Conservation Services Group Inc	00002392	1	DE-EE0001597
0000002318	0000128738	Conservation Services Group Inc	00002393	1	DE-EE0001597
0000002392	0000128738	Conservation Services Group Inc	00002496	1	DE-EE0001597
0000002393	0000128738	Conservation Services Group Inc	00002497	1	DE-EE0001597
0000002394	0000128738	Conservation Services Group Inc	00002499	1	DE-EE0001597
0000002395	0000128738	Conservation Services Group Inc	00002500	1	DE-EE0001597
0000002532	0000128738	Conservation Services Group Inc	00002614	1	DE-EE0001597
0000002530	0000128738	Conservation Services Group Inc	00002613	1	DE-EE0001597
0000002687	0000128738	Conservation Services Group Inc	00002761	1	DE-EE0001597
0000002688	0000128738	Conservation Services Group Inc	00002763	1	DE-EE0001597
0000002689	0000128738	Conservation Services Group Inc	00002764	1	DE-EE0001597
0000002690	0000128738	Conservation Services Group Inc	00002765	1	DE-EE0001597
0000002752	0000128738	Conservation Services Group Inc	00002825	1	DE-EE0001597
0000002753	0000128738	Conservation Services Group Inc	00002826	1	DE-EE0001597
0000002879	0000128738	Conservation Services Group Inc	00002968	1	DE-EE0001597
0000002878	0000128738	Conservation Services Group Inc	00002967	1	DE-EE0001597
0000003049	0000128738	Conservation Services Group Inc	00003154	1	DE-EE0001597
0000003050	0000128738	Conservation Services Group Inc	00003155	1	DE-EE0001597
0000003170	0000128738	Conservation Services Group Inc	00003282	1	DE-EE0001597
0000003181	0000128738	Conservation Services Group Inc	00003287	1	DE-EE0001597
0000003182	0000128738	Conservation Services Group Inc	00003288	1	DE-EE0001597
0000003367	0000128738	Conservation Services Group Inc	00003456	1	DE-EE0001597
0000003368	0000128738	Conservation Services Group Inc	00003457	1	DE-EE0001597
0000003491	0000128738	Conservation Services Group Inc	00003601	1	DE-EE0001597
0000003492	0000128738	Conservation Services Group Inc	00003602	1	DE-EE0001597
0000003586	0000128738	Conservation Services Group Inc	00003726	1	DE-EE0001597
0000003582	0000128738	Conservation Services Group Inc	00003724	1	DE-EE0001597
0000003697	0000128738	Conservation Services Group Inc	00003843	1	DE-EE0001597
0000003698	0000128738	Conservation Services Group Inc	00003844	1	DE-EE0001597
0000003712	0000128738	Conservation Services Group Inc	00003876	1	DE-EE0001597
0000003732	0000128738	Conservation Services Group Inc	00003905	1	DE-EE0001597
0000003772	0000128738	Conservation Services Group Inc	00003960	1	DE-EE0001597
0000003775	0000128738	Conservation Services Group Inc	00003961	1	DE-EE0001597

0000003853	0000128738	Conservation Services Group Inc	00004036	1	DE-EE0001597
0000003855	0000128738	Conservation Services Group Inc	00004037	1	DE-EE0001597
0000004058	0000128738	Conservation Services Group Inc	00004237	1	DE-EE0001597
0000004060	0000128738	Conservation Services Group Inc	00004239	1	DE-EE0001597
0000004111	0000128738	Conservation Services Group Inc	00004297	1	DE-EE0001597
0000002212	0000128738	Conservation Services Group Inc	00002286	2	DE-EE0001597
0000002210	0000128738	Conservation Services Group Inc	00002285	1	DE-EE0001597
0000002057	0000128738	Conservation Services Group Inc	00002106	1	DE-EE0001597
0000002054	0000128738	Conservation Services Group Inc	00002105	1	DE-EE0001597

Customer (Sponsor)	Amount
GR0000000000010	92,750.00
GR0000000000010	191,640.00
GR0000000000010	134,340.00
GR0000000000010	37,510.00
GR0000000000010	23,140.00
GR0000000000010	328,700.00
GR0000000000010	8,192.00
GR0000000000010	267,380.00
GR0000000000010	6,608.00
GR0000000000010	194,030.00
GR0000000000010	4,806.00
GR0000000000010	5,382.00
GR0000000000010	217,690.00
GR0000000000010	6,454.00
GR0000000000010	261,930.00
GR0000000000010	4,196.00
GR0000000000010	369,390.00
GR0000000000010	9,062.00
GR0000000000010	169,700.00
GR0000000000010	211,150.00
GR0000000000010	5,202.00
GR0000000000010	185,020.00
GR0000000000010	4,536.00
GR0000000000010	162,240.00
GR0000000000010	3,976.00
GR0000000000010	2,262.00
GR0000000000010	106,930.00
GR0000000000010	2,662.00
GR0000000000010	96,000.00
GR0000000000010	2,368.00
GR0000000000010	64,270.00
GR0000000000010	1,598.00
GR0000000000010	2,702.00
GR0000000000010	109,470.00
GR0000000000010	93,300.00
GR0000000000010	2,304.00
GR0000000000010	43,420.00
GR0000000000010	1,068.00
GR0000000000010	84,280.00
GR0000000000010	2,048.00

GR00000000000010	62,060.00
GR00000000000010	1,528.00
GR00000000000010	120,260.00
GR00000000000010	123,660.00
GR00000000000010	52,760.00
GR00000000000010	469,010.00
GR00000000000010	12,058.00
GR00000000000010	222,030.00
GR00000000000010	6,186.00



## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Not applicable. Please see attached documentation.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:



**State of Tennessee**  
**Department of Economic and Community Development**  
**Energy Division**

Wm. R. Snodgrass TN Tower, 10<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243-1102  
615-741-2994

In-State: 1-800-342-1340 / Facsimile: 615-741-5070

**Memorandum**

To: Leni Chick, Contract & Audit Coordinator,  
Fiscal Review Committee

From: Brian Hensley, Program Manager  
Molly Cripps, Director  
Energy Division

Subject: Supplemental Documentation Required for Fiscal Review Committee  
supporting a No-cost Amendment for Tennessee Energy Efficiency Appliance  
Rebate Program

Date: 1/20/2012

This request for a no-cost amendment does not change the budget total or result in additional savings allocated under Section A or C.3 to the contract vendor previously awarded through a competitive RFP process.

It does extend a federally required period for delivery of rebates to Tennessee public and provide an approved US DOE reporting period for the grant contractor.

The Current End Date is February 17, 2012 and the Proposed Amendment Effective Date is May 17, 2012 as also indicated by the US DOE approved liquidation date. The Proposed Amended Date allows the state's contractor to meet the required US DOE 90 day close-out and reporting period. The US DOE issued federal guidance regarding what actions may take place during the 90 day grant closing process by the state and the state contractor.

The additional time will benefit the public allowing submission of additional rebate applications from Tennessee consumers. The period will complete the necessary reporting and financial close-out for any outstanding and approved rebates eligible and ready for activation by debit card issue to the public recipients.

## **State Energy Efficient Appliance Rebate Program**

### **Grant Closure Update**

On February 17, 2012 all State Energy Efficient Appliance Rebate Programs will close, per the terms of the grant agreement regarding period of performance with the U.S. Department of Energy (DOE). This will have implications for multiple aspects of your program, if it is still open.

### **Rebates**

As all programs will close on February 17, no additional rebate applications can be accepted on or after that date.

Rebates may be paid after that date, but only if the application was received, processed, and approved for payment prior to February 17.

Equally important is that all rebate payments must be drawn down from the Automated Standards Application for Payments (ASAP) System before February 17, 11:59 pm Pacific time.

Rebates should be issued promptly as the Final Report cannot be submitted until all rebates have been issued. It is not necessary for all consumers to have cashed their checks for a State to submit its Final Report.

### **Reporting**

On February 17, DOE Idaho will send Final Report packets to all States with open programs. These reports are due back to DOE 90 days later (May 17, 2012). Please note that this is the last day to submit an approvable report and States are discouraged from waiting for this deadline.

As has been discussed on the SEO Conference Calls, the Final Report is rarely approved based on the first submission. You should plan on having to make revisions to your submitted Final Report; submitting 30 days after issuing the last rebate should allow sufficient time to get Final Reports approved prior to May 17.

All quarterly reports (SF-425, OMB, Quarterly Progress Report) must still be submitted until the Final Report is approved.

### **Administrative Costs**

The costs associated with closing the rebate program and completing the Final Report are eligible for reimbursement by DOE, subject to the cost match requirements. However, as an approvable Final Report requires an up-to-date and complete budget, all draw downs for these administrative costs must be completed prior to the submittal of the Final Report.

CY12-832

# Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@state.tn.us](mailto:Agsprrs.Agsprsr@state.tn.us)

**APPROVED**

*Mark A. Emke* 19-Jan-2012

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33008-33112		
1. Contract #	FA-1032452		
2. Service Caption	<u>Energy Star Appliance Rebate program</u>		
3. Contractor	Conservation Services Group, Inc.		
4. Contract Period (with ALL options to extend exercised)	23 months		
5. Contract Maximum Liability (with ALL options to extend exercised)	\$ 5,963,000		
6. Rule (for which the exception is requested)	<input checked="" type="checkbox"/> <b>0620-3-3-.03(2)(a) OR 0620-3-3-.05</b> requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> <b>0620-3-3-.05(5)</b> requiring the prescribed Nondiscrimination contract provision <input type="checkbox"/> <b>0620-3-3-.07(5)</b> prohibiting a contract term greater than five (5) years <input type="checkbox"/> <b>0620-3-3-.07(8)</b> prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> <b>0620-3-3-.07(22)</b> requiring contractor travel reimbursement in accordance with state travel regulations <input type="checkbox"/> <b>OTHER</b> (cite the relevant rule below)		
7. Explanation of Rule Exception Requested	ECD requests rule exception to amend contract past the current end date of February 28, 2012 to proposed end date of June 28, 2012. Although contract has not expired, it does not contain the required term extension provision to extend.		

**RECEIVED**

By OCR at 11:11 am, Jan 17, 2012

Request Tracking #	33008-33112
8. Justification	<p>When contract was entered into, it was not foreseeable that all requested services would not be complete within time frame allotted, as the actual rebate program was scheduled to end February 17, 2012. However the U.S. Department of Energy (who provided funds for this program) has informed ECD of their approved liquidation date, which includes a 90 day close-out period (which if approved, will extend contract through May 17, 2012). This period will allow ECD and the Contractor to accept applications from Tennessee consumers, complete the necessary reporting and financial close-out for any outstanding and approved rebates that are eligible and ready for activation by debit card issue. Allowing an amendment of this contract will allow more consumers to take advantage of this program and will further its intended purpose.</p>
<p>Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i></p> <p><i>William F. Hagerty / SK</i></p>	

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@state.tn.us](mailto:Agsprrs.Agsprsr@state.tn.us)

**APPROVED**

**COMMISSIONER OF FINANCE & ADMINISTRATION**

<b>Request Tracking #</b>	<b>33008-33212</b>	
<b>1. Procuring Agency</b>	<b>Department of Economic and Community Development</b>	
<b>2. Contractor</b>	<b>Conservation Services Group, Inc.</b>	
<b>3. Contract #</b>	<b>FA-1032452 (Edison 21749)</b>	
<b>4. Proposed Amendment #</b>	<b>2</b>	
<b>5. Edison ID #</b>	<b>21749</b>	
<b>6. Contract Begin Date</b>	<b>6/28/10</b>	
<b>7. Current Contract End Date</b> ~ with ALL options to extend exercised	<b>2/28/12</b>	
<b>8. Proposed Contract End Date</b> ~ with ALL options to extend exercised	<b>5/17/12</b>	
<b>9. Current Maximum Contract Cost</b> ~ with ALL options to extend exercised	<b>\$ 5,963,000</b>	
<b>10. Proposed Maximum Contract Cost</b> ~ with ALL options to extend exercised	<b>\$ 5,963,000</b>	
<b>11. Office for Information Resources Endorsement</b> ~ information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>12. eHealth Initiative Support</b> ~ health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Support</b> ~ state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>ECD is requesting amendment to extend contract term based on recent information provided the U.S. Department of Energy stating their inclusion of a 90-day close-out period to approved liquidation date. This additional time will allow ECD and Contractor to accept applications from Tennessee consumers, complete necessary reporting and financial close-out for any outstanding and approved eligible rebates that are ready for activation via debit card issue. Approval of proposed amendment will allow more consumers to take advantage of this program and will further its intended purpose.</p>		

<b>Request Tracking #</b>	<b>33008-33212</b>
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b> – NOT required for a TN state education institution  <b>Bruce Teal, Regional Vice President, Southeast</b> <b>828 Royal Parkway, Suite 100, Nashville, TN 37214</b>	
<b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b> <b>Information included in approved RFP (Edison 21749).</b>	
<b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b> <b>Contractor's services were procured via RFP (Edison 21749).</b>	
<b>18. Justification</b> – specifically explain why non-competitive negotiation is in the best interest of the state <b>Contractor's services were procured via RFP (Edison 21749).</b>	
<b>Agency Head Signature and Date</b> – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances  	



## GRANT AMENDMENT

Agency Tracking # 33008-72310	Edison ID 21749	Contract # FA1032452	Amendment # 2
Contractor Legal Entity Name Conservation Services Group, Inc.			Edison Vendor ID 128738

## Amendment Purpose &amp; Effect(s)

Contract end date extended and contract language for various sections are deleted and replaced with new language.

Amendment Changes Contract End Date: ☒ YES ☐ NO End Date: 5/17/2012

Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 0

## Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012		\$5,963,000.00			\$5,963,000.00
TOTAL:		\$5,963,000.00			\$5,963,000.00

American Recovery and Reinvestment Act (ARRA) Funding: ☒ YES ☐ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*James L. Johnson* 1/6/12

OCR USE

Speed Chart (optional)

Account Code (optional)



**AMENDMENT 2  
OF CONTRACT FA-1032452**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Conservation Services Group, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B is deleted in its entirety and replaced with the following:

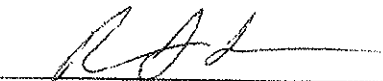
B. This Contract shall be effective for the period commencing on June 28, 2010 and ending on May 17, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CONSERVATION SERVICES GROUP, INC:



SIGNATURE

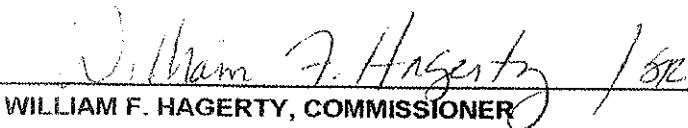
12/31/2011

DATE

R. Bruce Teal, Regional Vice President, Southeast

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:




WILLIAM F. HAGERTY, COMMISSIONER

1/4/12

DATE



## GRANT AMENDMENT

Agency Tracking # 33008-72310	Edison ID 21749	Contract # FA1032452	Amendment # 1		
Contractor Legal Entity Name Conservation Services Group, Inc.			Edison Vendor ID 128738		
Amendment Purpose & Effect(s) Contract language for various sections are deleted and replaced with new language					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 2/28/2012			
Amount of the TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> :			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010		\$5,963,000.00			\$5,963,000.00
TOTAL:		\$5,963,000.00			\$5,963,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
 10/3/11			FA1032452-01		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 1  
OF CONTRACT FA-1032452**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Conservation Services Group, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.3.c. is deleted in its entirety and replaced with the following:
  - c. Rebate Reimbursement. Rebate payments made by the Contractor to consumers for approved rebates shall be based upon the following rates:
    - (1) \$40.00/ each Room Air Conditioner
    - (2) \$250.00/ each Central Air Conditioner
    - (3) \$250.00/ each Air Source Heat Pump
    - (4) \$150.00/ each Gas Furnace

The State will reimburse the Contractor for the total issue amount of the rebate payments. The Contractor shall notify the State of the reimbursement amount required and the State will reimburse the Contractor biweekly by wire transfer of funds to the Contractor's designated bank account. The notification from the Contractor for the reimbursement shall also include: (i) documentation certified by a company official that the rebate payments have been made, (ii) breakdown of the amount the rebates paid in each appliance category and (iii) a spreadsheet containing the name, county of residence and amount of the rebate for each consumer that received rebates. The State reserves the right to adjust the amount to be transferred or withhold the amount of any overpaid funding from another funding transfer. Total reimbursement to the contractor for paid rebates shall not exceed:

\$5,660,000

2. Contract section C.5.a. is deleted in its entirety and replaced with the following:
  - C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
    - a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Economic and Community Development, Energy Policy Office  
ATTN: Mr. Brian Hensley  
312 Rosa L. Parks Avenue, 10<sup>th</sup> floor, Nashville, TN 37243
3. Contract section E.2. is deleted in its entirety and replaced with the following:
  - E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mr. Brian Hensley  
Department of Economic and Community Development  
312 Rosa L. Parks Avenue, 10<sup>th</sup> floor, Nashville, TN 37243  
Telephone # 615-741-2994  
FAX # 615-741-5070

The Contractor:

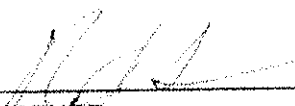
Bruce Teal, Regional Vice President, Southeast  
Conservation Services Group, Inc.  
828 Royal Parkway, Suite 100, Nashville, TN 37214  
Telephone # 615-579-3632  
FAX # 615-391-3994

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

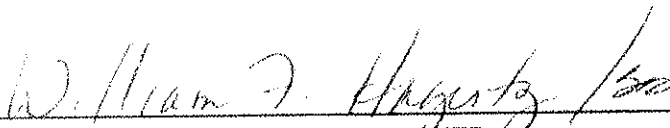
CONSERVATION SERVICES GROUP, INC:


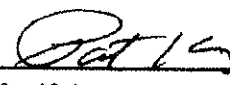
 \_\_\_\_\_  
SIGNATURE DATE

R. Bruce Teal, Regional Vice President, Southeast

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

 \_\_\_\_\_  
WILLIAM F. HAGERTY, COMMISSIONER DATE

 <b>CONTRACT</b> (FA-type fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)						
Agency Tracking #				Edison ID		
33008-72310				21749		
Contractor				Contractor Federal Employer Identification or Social Security #		
Conservation Services Group, Inc.				O c - or <input checked="" type="radio"/> v - 222547170		
Service Energy Star Appliance Rebate Program services to be funded with ARRA funds.						
Contract Begin Date		Contract End Date		Subrecipient or Vendor		CFDA #(s)
6/28/2010		2/28/2012		<input type="radio"/> Subrecipient <input checked="" type="radio"/> Vendor		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount	
2010		\$5,963,000.00			\$5,963,000.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
TOTAL	\$0.00	\$5,963,000.00	\$0.00	\$0.00	\$5,963,000.00	
American Recovery and Reinvestment Act (ARRA) Funding -- <input checked="" type="radio"/> Yes <input type="radio"/> No						
OCR USE FA				Agency Contact & Telephone #		
FA1032452				Pat King, Director of Finance 615-532-1290		
				Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
				 7/7/2010		
				Speed Code	Account Code	
					71304000	
Contractor Ownership/Control						
<input type="checkbox"/> African American <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other						
Contractor Selection Method						
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation * <input type="checkbox"/> Alternative Competitive Method * <input type="checkbox"/> Non-Competitive Negotiation * <input checked="" type="checkbox"/> Other *						
*Procurement Process Summary						
Grantee was selected to provide Appliance rebate processing services as a result of cost-based RFP.						

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
CONSERVATION SERVICES GROUP, INC.**

This Contract, by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Conservation Services Group, Inc., hereinafter referred to as the "Contractor," is for the provision of appliance rebate processing services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 22-2547170

Contractor Place of Incorporation or Organization: Tennessee

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall design and implement the appliance rebate processing service for the State Energy Efficiency Appliance Rebate Program by July 12, 2010.
- A.3. The Contractor shall provide rebate processing services for room air conditioners, central air conditioners, air source heat pumps and gas furnaces.
- A.4. The Contractor shall provide processing services for all valid rebates applicable to the rebate offer period (April 22, 2010 to February 17, 2012).
- A.5. The Contractor shall develop a rebate application process that complements the existing TVA programs, energy right and in-home energy evaluation.
- A.6. The Contractor shall develop a rebate application that is accessible via the Web, by telephone, fax, email and/or regular mail.
- A.7. The Contractor shall ensure that consumers are informed the rebate is being funded through an ARRA grant awarded to the Department of Economic and Community Development by the U.S. Department of Energy.
- A.8. The Contractor shall develop a tracking system for rebate approval and processing.
- A.9. The Contractor shall establish and staff a toll-free number to handle customer service inquiries and solve problems within 24 hours.
- A.10. The Contractor shall encourage recycling by including information on the rebate application where customers can recycle old appliances.
- A.11. The Contractor shall ensure that customer rebates are not overcommitted.
- A.12. The Contractor shall maintain records with reporting elements to include:
  - a. Real time data acquisition and reporting with on-line user interface
  - b. Number of rebates paid to consumers by dollar amount and product type
  - c. Outstanding payments to be made to consumers
  - d. Running total of dollars committed, rebated and remaining by appliance type
  - e. Calls made by applicants, including reason for their calls and follow-up completed
  - f. Total rebate dollars paid to consumers

- g. Copies of signed information provided to the service provider from the resident
  - h. Estimated energy savings achieved based on a standard formula for each product, comparing it to the usage for its non-ENERGY STAR counterpart
  - i. Estimated jobs created or retained. DOE provides guidance for this information in OMB Circular M-10-08 on the federal Office of Management and Budget website.
- A.13. The Contractor shall provide the State with quarterly and final reporting data including the number of rebate payments issued, total value of rebate payments, number of appliances hauled away, haul-away verification, number of appliances recycled and recycling information,
- A.14. The Contractor shall provide the State with data on total rebates including make, model number, SSER/EER rating, purchase price, date purchased, and rebate amount paid.
- A.15. The Contractor shall provide the State with special progress reports as requested.
- A.16. The Contractor shall assist the State and TVA with the development of marketing materials and activities in support of the rebate program.
- A.17. The Contractor shall issue rebate payments to consumers for approved rebates in accordance with Section C.3.c.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on June 28, 2010 and ending on February 28, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million Nine Hundred Sixty Three Thousand Dollars (\$5,963,000). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Processing of each approved room air conditioner rebate	\$4.00 per unit
Processing of each approved central air conditioner rebate	\$6.00 per unit
Processing of each approved air source heat pump rebate	\$6.00 per unit
Processing of each approved gas furnace rebate	\$6.00 per unit

- c. Rebate Reimbursement. Rebate payments made by the Contractor to consumers for approved rebates shall be based upon the following rates:

- (1) \$40.00/ each Room Air Conditioner
- (2) \$250.00/ each Central Air Conditioner
- (3) \$250.00/ each Air Source Heat Pump
- (4) \$150.00/ each Gas Furnace

The State will reimburse the Contractor for the total issue amount of the rebate payments. The Contractor shall notify the State of the reimbursement amount required and the State will reimburse the Contractor biweekly by wire transfer of funds to the Contractor's designated bank account. The notification from the Contractor for the reimbursement shall also include: (i) documentation certified by a company official that the rebate payments have been made, (ii) breakdown of the amount the rebates paid in each appliance category and (iii) a spreadsheet containing the name, county of residence and amount of the rebate for each consumer that received rebates. The State reserves the right to adjust the amount to be transferred or withhold the amount of any overpaid funding from another funding transfer. Total reimbursement to the contractor for paid rebates shall not exceed:

\$860,000.00 for Room Air Conditioners

\$2,000,000.00 for Central Air Conditioners

\$2,500,000.00 for Air Source Heat Pumps

\$300,000 for Gas Furnaces

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Economic and Community Development, Energy Policy Office  
ATTN: Mr. Fred Stratton  
312 Rosa L. Parks Avenue, 10<sup>th</sup> floor, Nashville, TN 37243



- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which all invoiced charges are applicable);
  - (4) Contract Number (assigned by the State to this Contract);
  - (5) Account Name: Department of Economic and Community Development, Energy Policy division;
  - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
  - (7) Contractor Name;
  - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
  - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least fifteen (15) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mr. Fred Stratton, RFP Coordinator  
Department of Economic and Community Development  
312 Rosa L. Parks Avenue, 10<sup>th</sup> floor, Nashville, TN 37243  
[fred.stratton@tn.gov](mailto:fred.stratton@tn.gov)  
Telephone # 615-741-2994  
FAX #

The Contractor:

Bruce Teal, Regional Vice President, Southeast  
Conservation Services Group, Inc.  
828 Royal Parkway, Suite 100, Nashville, TN 37214  
[bruce.teal@csgrp.com](mailto:bruce.teal@csgrp.com)  
Telephone # 615-579-3632  
FAX # 615-391-3994

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor

e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.9. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d. The Recovery Act, including but not limited to the following sections of that Act:
  - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

- (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
- (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
- i. gross mismanagement,
  - ii. gross waste,
  - iii. substantial and specific danger to public health or safety,
  - iv. abuse of authority, or
  - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
  - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate



Inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.9., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

CONSERVATION SERVICES GROUP, INC:

*RB*  
July 19, 2010  
MK/st  
7/19/10


  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

7/19/2010  
\_\_\_\_\_  
DATE

R. Bruce Teal, Regional Vice President, Southeast

\_\_\_\_\_  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

  
\_\_\_\_\_  
MATTHEW KISBER, COMMISSIONER

7/19/10  
\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
COMMISSIONER OF FINANCE & ADMINISTRATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPTROLLER OF THE TREASURY

\_\_\_\_\_  
DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	21749
CONTRACTOR LEGAL ENTITY NAME:	Conservation Services Group, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	22-2547170

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

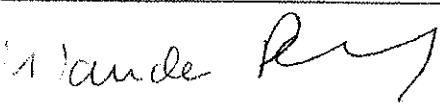
Wanda Reindorf

CFO

PRINTED NAME AND TITLE OF SIGNATORY

June 28, 2010

DATE OF ATTESTATION

FA CONTRACT INFORMATION SUPPLEMENT	
FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B	
Contract RFS #	33008-72310
Contractor:	Conservation Services Group, Inc.
<b>SECTION A— CONTRACTOR IS AN INDIVIDUAL</b>	<b>SECTION B— CONTRACTOR IS A COMPANY</b> (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee?	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?
<input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months?	Was such employment within the past six months?
<input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	<input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?
<input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)	<input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
<b>CONTRACTOR SIGNATURE</b>	
 <span style="float: right;">June 28 '2010</span>	
<b>CONTRACTOR</b>	<b>DATE</b>




## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-Mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Stephanie Tisdale, General Counsel  
ECD  
E-Mail : [stephanie.tisdale@tn.gov](mailto:stephanie.tisdale@tn.gov)

**DATE :** February 26, 2010

**RE :** Request for OIR Pre-Approval Endorsement

<b>APPLICABLE RFS #</b>	<b>RFP # 33008-50410</b>
<b>OIR ENDORSEMENT SIGNATURE &amp; DATE :</b>	
 5/8/10	
Chief Information Officer	
NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.	

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>1 SUBJECT PROCUREMENT DOCUMENT TYPE (mark one) :</b>	
<input checked="" type="checkbox"/> RFP	
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Alternative Procurement Method Request
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Non-Competitive Amendment Request
<input type="checkbox"/> Contract	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Grant	<input type="checkbox"/> Grant Amendment
<b>2 INFORMATION SYSTEMS PLAN (ISP) PROJECT APPLICABILITY :</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	<input type="checkbox"/> Applicable - ISP PROJECT #
RESPONSE CONFIRMED BY : Gary Jenkins	
<b>3 CONTRACTING AGENCY CONTACT :</b>	
Stephanie Tisdale, General Counsel	
615.253.2006	
<a href="mailto:stephanie.tisdale@tn.gov">stephanie.tisdale@tn.gov</a>	

APPLICABLE RFS #      RFP # 33008-50410

4      **SUBJECT INFORMATION TECHNOLOGY SERVICE DESCRIPTION**

Following the awarding of a contract from the RFP process, the contractor "shall develop a rebate application that is accessible via the Web, by telephone, fax, email and/or regular mail" and have "real time data acquisition and reporting with on-line user interface." OCR has stated that an OIR endorsement is necessary.

5      **REQUIRED ATTACHMENT(S) AS APPLICABLE** (copies without signatures acceptable) :




- ☒ RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request
- ☒ proposed contract/grant or amendment
- ☐ original contract/grant & any prior amendments

## Document Approval Status


SetID: SHARE Contract ID: 0000000000000000000021749  
Vendor ID: 0000128738 Conservation Services Group Inc

RECEIVED BY APPROVALS

### Stage 1 DOC approval

Approved		View Comments	
<b>Final Approval</b>			
 Patricia A King Document Approval 1 8/4/2010 - 8:59 AM	→	 Brigitte N Tubbs Document Approval 2 8/4/2010 - 10:01 AM	→
 Kay G Womack Document Approval 3 8/6/2010 - 11:18 AM			
<b>Approval Comment History</b>			
<b>Mary Anne J Queen at 8/12/2010 - 4:52 PM</b> Approval of the F&A approved document is on behalf of the Comptroller pursuant to current signature authorization. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.			
<b>Kay G Womack at 8/6/2010 - 11:18 AM</b> Approval on behalf of the F&A Commissioner is applicable only to the OCR secured copy of 21749-FA1032452 attached to the Edison Document Management record.			
<b>Leslie J Davis at 8/2/2010 - 9:44 AM</b> This explanation is in response to OCR's question regarding inclusion of Energy Federation Incorporated (EFI) as a proposer. EFI was mistakenly identified and included as a proposer on some of the forms in Attachment 6.2 based on mention in CSG's proposal as of EFI's planned assistance with provision of some of the services to be provided with the Appliance Rebate Program. CSG is the only corporation that the State is contracting with to provide services as a result of this RFP.			

### Budget Office

Approved		View Comments	
<b>Budget Threshold</b>			
 Matthew J Mcelroy Con - Budget Office Approval 8/9/2010 - 2:31 PM			
<b>Approval Comment History</b>			
<b>Mary Anne J Queen at 8/12/2010 - 4:52 PM</b> Approval of the F&A approved document is on behalf of the Comptroller pursuant to current signature authorization. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.			
<b>Kay G Womack at 8/6/2010 - 11:18 AM</b> Approval on behalf of the F&A Commissioner is applicable only to the OCR secured copy of 21749-FA1032452 attached to the Edison Document Management record.			
<b>Leslie J Davis at 8/2/2010 - 9:44 AM</b> This explanation is in response to OCR's question regarding inclusion of Energy Federation Incorporated (EFI) as a proposer. EFI was mistakenly identified and included as a proposer on some of the forms in Attachment 6.2 based on mention in CSG's proposal as of EFI's planned assistance with provision of some of the services to be provided with the Appliance Rebate Program. CSG is the only corporation that the State is contracting with to provide services as a result of this RFP.			

### Post Budget

Approved		View Comments	
<b>Post Budget</b>			

<b>Approved</b> ✓ Mary Anne J Queen Document Approval - Comptrolle 8/12/2010 - 4:52 PM	→	<b>Approved</b> ✓ Robert E Barlow Document Approval 3 8/13/2010 - 11:53 PM
<b>Approval Comment History</b>		
<b>Mary Anne J Queen at 8/12/2010 - 4:52 PM</b> Approval of the F&A approved document is on behalf of the Comptroller pursuant to current signature authorization. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.		
<b>Kay G Womack at 8/6/2010 - 11:18 AM</b> Approval on behalf of the F&A Commissioner is applicable only to the OCR secured copy of 21749-FA1032452 attached to the Edison Document Management record.		
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